

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SYSCON JUSTICE SYSTEMS, INC.**, a California corporation, with its principal address at 2150 Portola Avenue, Suite D-300 Livermore, CA 94557, hereinafter referred to interchangeably as either "Syscon," "Vendor" or "Contractor." The Vendor and City maybe referred to collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 11, 2008 relating to software license, support and maintenance, which Agreement was amended on May 18, 2010 (jointly, the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to update the scope of work and to increase the compensation to the Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 1 of the Agreement entitled "**SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED**" is hereby amended to read as follows:

"1. SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED: Vendor, under the general discretion of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the software (the "Software") listed on **Exhibit A** (attached to original Agreement), perform the integration services described in **Exhibit B** (attached to original Agreement) and **Exhibit B-1** (attached to Amendatory Agreement), provide the software support and interface construction services described in **Exhibits B-2** (attached hereto) (collectively, the services described in **Exhibits B, B-1 and B-2** are referred to as the "Statement of Work" or "SOW"), and provide the software support and maintenance services describe in **Exhibit C.**"

2. Article 5 A of the Agreement entitled "**Fee**" is amended to read in its entirety as follows:

08-167-B

“a. **Fee:** The fee for the Software, the services described in the SOW and support is:

(i)	for the Software:	\$546,684.00
(ii)	for Services described in Exhibit B & B-1	\$1,100,550.00
(iii)	for support for the first nine months following expiry of the warranty period	\$135,622.00
(iv)	for Services described in Exhibit B-2	\$116,625.00
	Total:	\$1,899,481.00

(the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with Exhibit E.”

3. Article 5.D(i) of the Agreement entitled “**Maximum Contract Amount**” is hereby amended to read as follows:

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor in providing the Software, the services described in the SOW or the support described in Exhibit C during the first year following the warranty period under the terms of this Agreement for any amount in excess of the sum of **\$1,899,481.00** (the “Maximum Contract Amount”). Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s own risk and without authorization under this Agreement.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Chief Information Officer

By: _____
Director of Corrections

By: _____
Manager of Safety

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

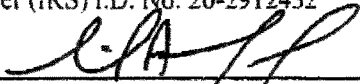
By: _____
Manager of Finance
Contract Control No. CE76012(2)

By: _____
Assistant City Attorney

By: _____
Auditor

"CITY"

SYSCON JUSTICE SYSTEMS, INC.
Taxpayer (IRS) I.D. No. 20-2912432

By:  _____

Name: DANIEL A. CRAWFORD
(please print)

Title: PRESIDENT + CEO

"VENDOR"